

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division Number: 215	Program Name: McKinney Vento Homeless Education Program for Children and Youth
Org. Code: 711P	Legal/Funding Authority: Title VII of the McKinney -Vento Homeless Assistance Act, Title 42, Chapter 11p, Part B
Speed Chart: Education Service	
Payee Name: Center Region 10	ISAS Contract #: 3456
Payee ID: 17512491857	PO #: 35008

COOPERATIVE AGREEMENT

Section 1.0 PARTIES AND AUTHORITY:

This Cooperative Agreement (CA) is entered into by and between the Texas Education Agency (TEA) (Receiving Party) and Education Service Center (ESC) Region 10 (Performing Party) pursuant to the authority granted and in compliance with the Texas Education Code, Chapter 8 to carry out a public education initiatives authorized by law.

Section 2.0 SERVICES TO BE PERFORMED:

ESC 10 shall manage the McKinney-Vento program on behalf of TEA including administration of the statewide program; grants administration for year 1 of the 70 competitive sub-grants awarded to ESC's and LEAs; training and technical assistance to all Texas LEAs regarding the McKinney-Vento homeless education program. Appendix One to Three attached hereto, are hereby incorporated by reference and made, therefore, a part of this CA.

Section 3.0 TERM OF AGREEMENT:

This CA is to begin September 1, 2015 and shall terminate on November 30, 2016. This CA may be renewed for three (3) additional one-year terms thereafter by mutual agreement of the Parties in the form of a written amendment. The renewal is contingent to the continued availability of federal funds or funds appropriated by the Texas Legislature for this project.

Section 4.0 AMOUNT:

The total amount for the original term of the CA is **\$1,144,512.00** as described in Appendix Four herein incorporated.

Section 5.0 PAYMENT FOR SERVICES:

TEA shall pay Performing Party in accordance with the approved budget and narrative report for the services performed and described in this CA. Payments will be based on meeting specific requirements. Accountability is based on performance of the identified tasks and results. All payments are tied to agreed-upon amounts towards the completion of the deliverables. Payment will be based on milestones or progress towards of the project. Reports will document the work accomplished to justify payment.

Performing Party may bill TEA no more than monthly for services rendered in accordance with the provisions of the CA.

Performing Party shall submit the TEA Invoice form electronically to the following email address: TEAAccountsPayable@tea.texas.gov or the Performing Party can mail invoices to:

Texas Education Agency
Attn: Accounts Payable
1701 N. Congress Avenue
Austin, Texas 78701-1494

Purchases of food are generally prohibited and must be preapproved by the TEA Project Manager. Food purchases must be in accordance with Federal Regulations, §200.432. Purchases must be necessary and

reasonable for the successful performance of the Contract. This applies to both federal and state funded contracts. Website to view the regulations: http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200_1432&rgn=div8

TEA follows the Federal Rate Schedule for reimbursement of meal and lodging expenditures adopted by the State of Texas. Performing Agency shall maintain receipts in accordance with paragraph F of the Contract Terms and Conditions. The Comptroller's website for travel rules and regulations – [texttravel: https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php](https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php). Receipts must be made available for programmatic or financial audit, by TEA and by others authorized by law or regulation to make such an audit, for a period of not less than seven (7) years.

Travel expense reimbursement is not a per diem. Employees and Performing Party must claim the actual expenses incurred for meals and lodging not to exceed the maximum allowable rates. The maximum should not be claimed unless the actual expenditures equal or exceed the maximum allowable rate.

Section 6.0 CONTRACT MANAGEMENT:

6.1 Notices: Any notice relating to the CA that is required or permitted under this CA by one party to the other party shall be in writing and shall be addressed to the designated point of contact at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's email address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

6.2 Points of Contact: The Performing Party shall direct all correspondence, notices, invoices and payments to the following designated staff of the Receiving Party:

TEA (Receiving Party)	Name (Performing Party)
Kelly Kravitz	Sue Hayes
McKinney-Vento Homeless Education State Coordinator	Chief Financial Officer
Texas Education Agency	Education Service Center Region 10
Kelly.kravitz@tea.texas.gov	Sue.hayes@region10.org
Texas Education Agency	Education Service Center Region 10
1701 N. Congress Avenue, Suite 3-120 C	400 E. Spring Valley Road
Austin, Texas 78701-1494	Richardson, Texas 75081

Section 7.0 AMENDMENTS:

Any modifications, additions, or deletions, to the specified deliverables or terms and conditions of this CA, including the allocation of additional funds to the current list of proposed activities, or any extensions of the CA shall be processed through a written amendment and executed by both parties.

Section 8.0 ENTIRE COOPERATIVE AGREEMENT:

This CA together with the documents mentioned herein and which are incorporated herein by this reference, contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this contract shall be of no force or effect unless contained in a subsequent amendment executed by both parties.

8.1 Attachments:

Attached hereto and made a part hereof by reference are the documents indicated below with an "X" beside each:

- Cooperative Agreement Terms and Conditions
- Special Provisions A, Program Specific

- Special Provisions B, Debarment
- Special Provisions C, Lobbying Certification
- Cooperative Agreement Invoice Form (separate Excel spreadsheet)

Section 9.0 CERTIFICATIONS:

RECEIVING PARTY further certifies that it has the authority to receive the above services by authority granted in:

The Texas Education Code, Chapter 8.

PERFORMING PARTY further certifies that it has authority to perform the above services by authority granted in:

The Texas Education Code, Chapter 8.

<p>SUBJECT TO APPROVAL, the authorized representatives of the undersigned parties bind themselves to the faithful performance of this CA. It is mutually understood that this CA will be effective on the earliest date shown in Section 3.0.</p>	
<p>RECEIVING PARTY</p> <p><u>TEXAS EDUCATION AGENCY</u></p> <p style="text-align: center; font-size: small;">Name</p> <p>By: <u></u></p> <p style="text-align: center;">Shirley Beaulieu Associate Commissioner Finance/CFO</p> <p style="text-align: center; margin-top: 20px;"><u>2-11-16</u></p> <p style="text-align: center; font-size: small;">Date</p>	<p>PERFORMING PARTY</p> <p><u>EDUCATION SERVICE CENTER REGION 10</u></p> <p style="text-align: center; font-size: small;">Name</p> <p>By: <u></u></p> <p style="text-align: center;">Gordon Taylor Executive Director</p> <p style="text-align: center; margin-top: 20px;"><u>2-1-16</u></p> <p style="text-align: center; font-size: small;">Date</p>
<p>Return a signed copy to: TEAContracts@tea.texas.gov</p>	

Appendix One
McKinney-Vento Homeless Education Program for Children and Youth
DESCRIPTION OF SERVICES
Appendix One

I. Background and Purpose:

The purpose of the McKinney-Vento Homeless Education program of the U.S. Department of Education (ED) is to provide children experiencing homelessness with the opportunity to meet the same challenging state content and performance standards that the state has established for all children.

Federal law authorizes the State under the McKinney-Vento Homeless Education Assistance Act, Chapter 119, Part B, 42 U.S.C. 11431 et seq., to designate a state coordinator, develop a state plan, award subgrants to local education agencies, and fulfill numerous other statutory requirements on behalf of homeless students.

The Texas Education Agency (TEA) is contracting with Education Service Center Region 10 (ESC 10) to support the implementation of the McKinney-Vento program.

Funding: TEA allocates \$1,144,512 to ESC Region 10 (ESC 10) to perform requested activities for the McKinney-Vento Education for Homeless Children and Youth program, funded by the U.S. Department of Education. The dates of this contract are 9/1/2015 through 11/30/16.

ESC 10 may use contract funds only for allowable activities such as professional development; technical assistance; implementation of state and federal laws; coordination with state and community stakeholders; implementation and update of state plan and related activities; data collection, analysis and information exchange; homeless liaison training and development; homeless youth identification; award, selection, and monitoring of McKinney-Vento sub-grant recipients; development and editing of tools and resources; development of systems to enhance efficiency of program efforts; training and technical assistance for non-sub grant recipient districts.

II. Objectives and Target Outcomes

The goals of part B, Chapter 119, of the McKinney-Vento Homeless Assistance Act are to do the following:

- (1) Carry out the policies set forth in section 11431.
- (2) Provide activities for, and services to, homeless children, including preschool-aged homeless children, and youths that enable such children and youths to enroll in, attend, and succeed in school, or if appropriate, in preschool programs
- (3) Prepare and carry out the State plan described in subsection 11432(g) (Updating the State Plan will be conducted, when needed, as requested by USDE or TEA.)
- (4) Develop and implement professional development programs for school personnel to heighten their awareness of, and capacity to respond to, specific problems regarding the education of homeless children and youths
- (5) Ensure that schools are informed of requirements regarding McKinney-Vento Assistance Act outlined in 11432 (e)(3)(C), (E), and (g)(3)
- (6) Award, maintain, and ensure Subgrants to Local Educational Agencies (LEA) are monitored as described in section 11433.
- (7) Support the TEA in implementation of 11432(f) Functions of the Office of Coordinator.

(8) Use data to support planning, outreach, technical assistance, and services provided to LEA sub grant and non-sub grant recipients.

III. Reporting

ESC 10 will participate with TEA in review of documentation requested to support project implementation and cost reimbursement. A progress report, including the information outlined below, is to be submitted to the program area at TEA for review when invoices are submitted to TEA for payment. A final project report, with supporting information requested by TEA, is to be submitted at the end of the contract period. Samples of the documentation to be maintained locally include the following:

- Outline of major activities accomplished by task during the prior reporting period; inclusive of activity dates, tool/resource development update, trainings provided, participation rates of subgrantees, and other activities identified in the project work-plan
- Descriptive data and narratives highlighting the outcomes of major activities
- Log of community and state related meetings attended
- Outline of major activities planned for the next reporting period

IV. Collaboration

ESC 10 will work collaboratively with the appropriate TEA staff, LEAs and other service providers related to this project in order ensure the information and services are delivered in accordance with activities outlined in this contract.

The TEA staff will assume the following roles and responsibilities:

- Provide oversight to all tasks and activities implemented by ESC 10 to implement the McKinney-Vento Homeless Education Program
- Work with the ESC 10 to provide information on changes in legislation, reporting needs, program activities, and any other activities that may affect the operation of the Homeless Education Program
- Meet with representatives of ESC 10, Texas Homeless Education Office (THEO), and TEA regularly.
- Work with ESC 10 to address unforeseen developments, identify problems, and propose solutions
- Review and approve all program reporting in a timely fashion
- Conduct reporting period conference calls, as needed
- Review and approve special initiatives and projects
- Monitor the ongoing work of the ESC 10 as outlined in the contract to ensure compliance with contract terms
- Approve invoices in a timely fashion
- Submit for approval at the federal level all required state plans, plan amendments, and other documents necessary to secure funding through the Stewart B McKinney-Vento Homeless Assistance Act

- **Coordinate with ESC 10 to address complaints concerning the education of children or youth who are homeless. Hear and decide upon appeals made by applicants for local discretionary grants through the State Project**
- **Monitor ESC 10 for effective management of the McKinney Vento decentralized program**
- **Provide technical and legal assistance concerning the implementation of the McKinney-Vento program**
- **Coordinate periodic U.S. Department of Education monitoring visits**
- **Collect and submit federally required data on homeless students at the state level according to the requirements set forth by the United States Department of Education**

Appendix Two
McKinney-Vento Homeless Education Program for Children and Youth
MANAGEMENT PLAN

The staff member(s) listed in the tables below will direct the overall project throughout the duration of the contract, and/or will coordinate major activities during each phase of the project in fulfillment of the contract.

Title 42, Chapter 119, Part B, Homeless Education Program MANAGEMENT PLAN			
Name of Staff Member	Title of Staff Member	Responsibility on this project	Estimated % time on project
Jana Burns	Director Special Populations	Oversee and develop all programmatic aspects of the project in conjunction with TEA and major sub-contractor Tx Homeless Education Office; serve on coordinating committee; oversee consultant activities	5%
David Ray	Consultant	Support all districts in implementing the statewide homeless education plan; provide training and technical assistance to all districts	95%
Carol Wilson	Secretary	Support program director and consultant	20%
Sue Hayes	CFO	Oversee financial management of program; ensure books are accurate, perform final approval of grant expenditures; serve on program coordinating committee	10%
Carey Foster	Accounting Manager	Manage financial aspects of sub-grant award and reimbursement process; serve on program coordinating committee, manage contract budget/ amendments and invoicing to TEA	20%

**Appendix Three
McKinney-Vento Homeless Education Program for Children and Youth
TASK AND ACTIVITY PLAN**

Title 42, Chapter 119, Part B, Homeless Education Program 2015-2016 TASKS		
#	Task	Funds Allocation
1	Implement Title 42, Part B, Homeless Education Program	\$1,144,512

The State Plan referenced below is required by each state to assist in fulfilling the McKinney-Vento Assistance Act. See 42 U.S.C. § 11432(g) for more information.

Title 42, Chapter 119, Part B, Homeless Education Program 2015-2016 ACTIVITY PLAN				
Task	Activity #	Activity	Beginning date of activity	End date of activity
1	1a	Coordinate management meetings regarding the McKinney-Vento (MV) Homeless Education program including maintaining minutes, agendas and an action-plan, in alignment with the State Plan to support planning efforts	9/01/15	11/30/16
1	1b	Participate in regularly scheduled management meetings with the TEA, as identified by TEA	9/01/15	11/30/16
1	2	Conduct task analysis of MV related activities and prioritize/implement re-organization strategies for ESC10, and THEO r, to most efficiently achieve program goals in 2015-16 school year	9/01/15	11/30/15
1	3	Develop a work action plan/timeline (in alignment w/State Plan objectives) after conducting task analysis that includes goals, objectives and major activities for program year 2015-16 year	9/01/15	2/29/16
1	4	Ensure timelines and objectives for activities in work-plan are met	9/01/15	11/30/16
1	5	Develop recommendations for updating the Texas Consolidated State Plan for the Education of Homeless Children and Youth (State Plan), as requested by the USDE and TEA	9/01/15	7/30/16
1	6	Ensure that all components in the State Plan are addressed throughout the project's activities and used to guide program planning	9/01/15	11/30/16
1	7	Support developing and implementing streamlined processes for handling MV dispute related complaints; including providing recommendations on draft policy and developing tools/resources to support LEA's regarding MV dispute resolution.	9/01/15	6/30/16
1	8	Review state laws, rules and TEA policy documents related to homeless education. Recommend revised policies and guidance in order to support implementation of Every Student Succeed Act.	9/01/15	06/1/16
1	9	Provide oversight regarding communications, training tools and resources developed by ESC 10, THEO, consultants, etc to ensure consistency across materials disseminated on behalf of TEA and USDE in Texas	9/01/15	11/30/16
1	10	Serve as Fiscal Agent to manage the budget and all fiscal activities associated with the program	9/01/15	11/30/16
1	11	Track technical assistance, services provided, including date, issue/challenge, region and if LEA was a sub-grant	9/01/15	11/30/16

Title 42, Chapter 119, Part B, Homeless Education Program 2015-2016 ACTIVITY PLAN				
Task	Activity #	Activity	Beginning date of activity	End date of activity
		recipient or not (if provided). Include summary in progress reports submitted to the agency for payment.		
1	12	Implement a process for tracking activities carried out by sub-grantees with funds awarded. Provide summative information about activities including resources spent and highlight effective strategies	9/01/15	9/30/16
1	13	Develop a summative report on MV, including information about homeless education in Texas, \, Consolidated State Performance Report (CSPR) data, MV laws and LEA activities and best practices with students experiencing homelessness.	9/01/16	11/30/16
1	14	Develop a risk assessment based on data for identifying districts who need additional technical assistance regarding identifying students, enrollment, student progress, and other metrics and begin implementation to guide program analysis, activities, and outreach	9/01/15	8/31/16
1	15	Implement data driven strategies and analysis across program areas, to support program planning, technical assistance to districts, technical assistance to sub-grantees and non-sub grantees, and other avenues that enhance program efforts	9/01/15	11/30/16
1	16	Support TEA with implementation of laws passed in the 84 th Legislative Session	9/01/15	11/30/16
1	17	Develop and deliver professional development statewide at Regional Education Service Centers (at least 1 per region), conferences, webinars (at least 12) and teleconferences to increase awareness regarding MV	9/01/15	11/30/16
1	18	Build capacity and leverage ESC Homeless Liaisons to deliver training regionally and locally	9/01/15	11/30/16
1	19	Develop train-the-trainer MV curriculum that can be used by ESC regions, LEA's and others to provide trainings locally	9/01/15	8/31/16
1	20	Develop standard training content and training materials for MV 101, 201, 301 and others if needed for training MV liaisons regionally/locally	9/01/15	8/31/16
1	21	Host an annual conference for district homeless liaisons and other homeless service providers	9/01/15	10/31/16
1	22	Prepare one message every other month, or as requested by TEA, for review and dissemination via TEA listserv addressing Homeless Education	9/01/15	11/30/16
1	23	Track the number of trainings conducted, number of participants and location of training, include on summary reports to TEA.	9/01/15	11/30/16
1	24	Develop and maintain an updated FAQ regarding MV	9/01/15	10/31/16
1	25	Coordinate with as Texas Interagency Council on Homelessness, Child Protective Services, National Association for the Education of Homeless Children and Youth (NAEHCY), Title I State-Wide Parent Focus Group, Governor's Early Childhood Intervention Advisory Council, Part B State Advisory Panels, and Part C State Interagency Coordinating Council	9/01/15	11/30/16
1	26	Train and support LEAs, Head Start/Pre-K/Early Childhood programs, community agencies, and other agencies regarding the identification and education of children and youth's experiencing homelessness	9/01/15	11/30/16

Title 42, Chapter 119, Part B, Homeless Education Program 2015-2016 ACTIVITY PLAN				
Task	Activity #	Activity	Beginning date of activity	End date of activity
1	27	Administer grants according to the grant timeline and ensure that competitive sub-grants that are awarded for implementing local MV projects are monitored	9/01/15	11/30/16
1	28	Ensure that Edgar Section 200.331 requirements for pass through agencies are met	09/01/15	11/30/16
1	29	Ensure that THEO conducts fiscal and program monitoring of sub-grants awarded through fiscal/progress reports, desk reviews, and site visits, as required by Edgar Section 200.331 for pass through agencies	09/01/15	8/31/16
1	30	Manage the sub-grant recipient's progress and deliverables	9/01/15	8/31/16
1	31	Conduct mid-year reviews, administer continuation applications and provide ongoing support throughout grant cycle for eligible recipients	9/01/15	11/30/16
1	32	Flow funds to local district sub-grantees; receive, review, and process subgrantee program and expenditure reports	9/01/15	11/30/16
1	33	Approve subgrantee amendments and provide amended NOGAs for such amendments	9/01/15	11/30/16
1	39	Oversee subgrantee funding and develop performance measurement/evaluation activities to ensure that all compliance requirements are met	9/01/15	11/30/16

**Appendix Four
McKinney-Vento Homeless Education Program for Children and Youth
ESC 10**

Cost Category	Description	Proposed Budget
Task 1 Implement Title 42, Part B, Homeless Education Program		
6100	Payroll	\$ 149,506.00
6110	Professional Staff Salary	\$ 117,779.00
6120	Support Staff Salary	\$ 7,764.00
6140	Staff Benefits	\$ 23,963.00
6200	Contracted Services	\$ 916,078.00
6290	Contracts over \$25k (2)	\$ 698,169.00
6290	Contracts under \$25k/Facility Use/infrastructure	\$ 217,909.00
6300	Materials & Supplies	\$ 40,500.00
6390	Printing/Postage/Supplies	\$ 40,500.00
6400	Other Operating Costs	\$ 14,276.00
6410	Employee Travel	\$ 8,456.00
6410	Employee Travel Out of State	\$ 5,000.00
6420	Insurance	\$ 320.00
6490	Food	\$ 500.00
Total Direct Costs		\$ 1,120,360.00
Direct Costs Excluded from IDC Calculation (Exclusions)		\$ 648,169.00
Modified Total Direct Costs (MTDC) = DC - Exclusions		\$ 472,191.00
Indirect Costs (IDC) = MTDC x IDC Rate 5.12%		\$ 24,152.00
TOTAL		\$ 1,144,512.00

Cooperative Agreement Terms and Conditions

- A. **Definitions as used in these Cooperative Agreement Terms and Conditions:**
- 1) *Cooperation Agreement, CA, Agreement or Contract* means the entire document, and all of TEA's attachments, appendices, schedules, exhibits (including but not limited to the Terms and Conditions and Attachments), amendments and extensions of or to the Cooperation Agreement
 - 2) *Receiving Agency* means the Texas Education Agency, TEA or Party other than Performing Agency
 - 3) *Performing Agency* means the Party to this Contract or Performing Party other than TEA
 - 4) *Project Manager/Administrator* means the respective person(s) representing TEA or Performing Agency, as indicated by the CA, for the purposes of administering the Contract Project
 - 5) *Contract Project* means the purpose intended to be achieved through the CA.
 - 6) *Amendment* means a contract document used to formalize revisions to the CA mutually agreed to by both Parties
- B. **Contingency:** The Cooperative Agreement, including any amendments, extensions or subsequent contracts are executed by TEA contingent upon the availability of appropriated funds by legislative act. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Performing Party. Expenditures and/or activities for which Performing Party may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.
- C. **Indemnification:** For local educational agencies (LEAs), regional education service centers (ESCs), institutions of higher education (IHEs), and state agencies: Performing Party, to the extent permitted by law, shall hold TEA harmless from and shall indemnify TEA against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Performing Party in performance of the Project.
- D. **Subcontracting and Substitutions:** Performing Party shall not assign, transfer or subcontract any of its rights or responsibilities under this Agreement without prior formal written amendment to this Agreement properly executed by both TEA and Performing Party. Substitutions are not permitted without written approval of the TEA Project Manager.
- E. **Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Performing Party to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- F. **Records Retention and the Right to Audit:** Performing Party shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Performing Party in connection with the Contract Project. These records and accounts shall be retained by Performing Party and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than seven (7) years from the date of completion of the Contract Project or the date of the receipt by TEA of Performing Party's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.
- The Parties acknowledge the state Auditor's authority to conduct audits of state agencies under Chapter 321, Texas Government Code. TEA reserves the right to monitor and audit the Performing Party's compliance with the requirements of this Contract.
- G. **Information Security Requirements: FERPA, Access to Confidential TEA Information.** Performing Party represents and warrants that it will take all necessary and appropriate action within its abilities to safeguard Confidential Information and to protect it from unauthorized disclosure. Whenever communications with Performing Party necessitate the release of Confidential TEA Information, additional TEA Confidential forms will need to be signed by each individual who will require access to or may be exposed to that information. If Performing Party discloses any TEA confidential information to a subcontractor or agent, Performing Party will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Performing Party. Whenever communications with Performing Party necessitate the release of Confidential TEA Information, additional TEA Confidential forms will need to be signed by each individual who will require access to or may be exposed to that information. Performing Party shall access TEA's systems or Confidential TEA Information only for the purposes for which it is authorized. TEA reserves the right to review the Performing Party's security policy to ensure that any data that is on the Performing Party's servers is secure. Performing

Party shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s).

Performing Party shall ensure that any TEA Confidential Information in the custody of Performing Party is properly sanitized or destroyed when the information is no longer required to be retained by TEA or Performing Party in accordance with this Agreement. Electronic media used for storing any Confidential TEA Information must be sanitized by clearing, purging or destroying in accordance with such standards established by the National Institute of Standards and Technology and the Center for Internet Security. These standards are also required if the Performing Party is collecting, maintaining, or analyzing data gathered, collected, or provided under this Contract. Performing Party must maintain a record documenting the removal and completion of all sanitization procedures with the following information:

- 1) Date and time of sanitization/destruction
- 2) Description of the item(s) and serial number(s) if applicable
- 3) Inventory number(s)
- 4) Procedures and tools used for sanitization/destruction

No later than sixty (60) days from contract expiration or termination or as otherwise specified in this Contract, Performing Party must complete the sanitization and destruction of the data and provide to TEA all sanitization documentation.

FERPA

All information gathered, produced, derived, obtained, analyzed, controlled or Accessed by Performing Party in connection with this Contract ("Confidential Information") shall be and remain Confidential Information and shall not be released or disclosed by Performing Party without the prior written consent of the TEA, which consent must specifically identify the Confidential Information to be disclosed by Performing Party and the nature of the disclosure for which consent is sought.

Performing Party, its employees and subcontractor's agree that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information within sixty (60) days of project completion. Performing Party also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency.

Access to Internal TEA Network and Systems

As a condition of gaining remote access to any internal TEA network and systems, Performing Party must comply with TEA's policies and procedures. TEA's remote access request procedures will require Performing Party to submit TEA Applicable Access Request forms for TEA's review and approval. Remote access technologies provided by Performing Party must be approved by TEA's Information Security Officer. TEA, in its sole discretion, may deny network or system access to any individual that does not complete the required forms. Performing Party must secure its own connected systems in a manner consistent with TEA's requirements. TEA reserves the right to audit the security measures in effect on Performing Party's connected systems without prior warning. TEA also reserves the right to immediately terminate network and system connections not meeting such requirements.

Disclosure of Security Breach

Performing Party shall provide notice to TEA's Project Manager and TEA's Information Security Officer as soon as possible following Performing Party's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modifications, or loss of sensitive or confidential Comptroller information ("Security Incident"). Within twenty-four (24) hours of the discovery or reasonable belief of a Security Incident, Performing Party shall provide a written report to TEA's Information Security Officer detailing the circumstances of the incident which includes at a minimum:

- 1) Description of the nature of the Security Incident
- 2) The type of TEA information involved
- 3) Who may have obtained the information
- 4) What steps Performing Party has taken or will take to investigate the Security Incident
- 5) What steps Performing Party has taken or will take to mitigate any negative effect of the Security Incident
- 6) A point of contact for additional information

Each day thereafter until the investigation is complete, Performing Party shall provide TEA's Information Security Officer with a written report regarding the status of the investigation and the following additional information as it becomes available:

- 1) Who is known or suspected to have gained unauthorized access to TEA information
- 2) Whether there is any knowledge if TEA information has been abused or compromised
- 3) What additional steps Performing Party has taken or will take to investigate the Security Incident

- 4) What steps Performing Party has taken or will take to mitigate any negative effect of the Security Incident
- 5) What corrective action Performing Party has taken or will take to prevent future similar unauthorized use or disclosure

Performing Party shall confer with TEA's Chief Information Security Officer regarding the proper course of the investigation and risk mitigation. TEA reserves the right to conduct an independent investigation of any Security Incident, and should TEA choose to do so, Performing Party shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s). Subject to review and approval of TEA's Information Security Officer, Performing Party, at its own cost, shall provide notice that satisfies the requirements of applicable law to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident. If TEA, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to TEA by Performing Party. If Performing Party does not reimburse such costs within thirty (30) days of TEA's written request, then TEA shall have the right to collect such costs.

- H. **Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA Project Manager listed in 6.2 of this ICC. Within thirty (30) days of execution of a contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.
- I. **Dispute Resolution:** The parties agree to use good-faith efforts to resolve questions, issues, or disputes of any nature that may arise under or by this Contract; provided, however nothing in this paragraph shall preclude either party from pursuing any remedies as may be available under Texas law.
- J. **Compliance with Laws:** Performing Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Performing Party's performance, including if applicable, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Performing Party shall maintain all required licenses, certifications, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Performing Party shall furnish TEA with satisfactory proof of its compliance with this provision.
- K. **Governing Law:** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this Contract are due in Travis County and venue is proper only in such county.
- L. **Federal Regulations Applicable to All Federally Funded Contracts:** The Code of Federal Regulations (CFR) annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. Website: http://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- M. **Public Information:** Parties acknowledge they are subject to the provisions of the Texas Public Information Act.
- N. **Assignment:** No assignment of this Contract or of any right accruing hereunder shall be made, in whole or part, by Performing Party without prior consent of TEA.
- O. **Excluded Parties List System:** The Texas Education Agency and the Performing Party must adhere to the directions provided in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.sam.gov>.
- P. **Press Releases:** Performing Party will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Performing Party in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of TEA.
- Q. **Independent Performing Party:** Performing Party shall serve as an independent Performing Party in providing services under this Contract. Performing Party's employees are not and shall not be construed as employees or agents of the Texas Education Agency.
- R. **Termination:** This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the Contract terms and conditions.
 - 1) **Termination for Convenience:** TEA may terminate this Contract at any time, in whole or in part, without penalty, by providing fifteen (15) calendar days advance written notice to the other Party. In the event

of such a termination, the Performing Party shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Performing Party that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.

- 2) **Termination for Cause/Default:** If the Performing Party fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, TEA may, upon written notice of default to the Performing Party, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

TEA may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TEA notifies the Performing Party in writing prior to the exercise of such remedy.

The Performing Party shall remain liable for all covenants and indemnities under the Contract. The Performing Party shall be liable for all costs and expenses, including court costs, incurred by TEA with respect to the enforcement of any of the remedies listed herein.

- 3) **Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.
- 4) **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from the Performing Party under the Contract.
- 5) **Survival of Terms:** Termination of the Contract for any reason shall not release the Performing Party from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.

- S. **Electronic and Information Resources Accessibility Standards and Reporting:** State agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic Information Resources specified in 1TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

[Section 508 of the US Rehabilitation Act of 1973](#) has been revised and adopted. Therefore, all current and potential Performing Party s are hereby notified of the requirement. The current technical requirements for accessibility contained within this regulation form the basis for our Texas TAC rules on EIR Accessibility.

This refresh of 508 uses the [WCAG 2.0 AA Accessibility Guidelines](#) (also ISO/IEC standard 40500) as the new technical standard that Federal agencies are now required to meet when procuring products and services. With the adoption of 508 requirements being adopted, DIR will be modifying the TAC rules to synchronize with it.

Given this coming change, all Texas agencies and institutions of higher education have begun using or specifying WCAG 2.0 AA guidelines for the design of new websites or web applications. The rationale is twofold:

1. It could be technically difficult and expensive to bring these websites/applications to WCAG 2.0 AA later.
2. WG 2.0 AA is a superior, more flexible standard and is in use all over the world. If a website is compliant with WCAG 2.0 AA, it will, by default comply with our current TAC rules on EIR Accessibility.

Web development Performing Party s should already be familiar with designing to this standard, and their ability to meet these standards should be a strong consideration in the selection process. The free online resources listed below are available to assist developers and content producers in transitioning to these guidelines.

All websites must follow Federal 508 accessibility requirements and Web Content Accessibility Guidelines (WCAG) 2.0 AA standards and be tested for accessibility before acceptance by TEA. For sites developed outside of TEA, the Performing Party must contract with a third party with expertise and a proven track record in accessibility testing. The third party must evaluate the site and produce a report that verifies the site is compliant to (WCAG) 2.0 AA.

- T. **Intellectual Property Ownership:** Performing Party agrees that all Works are, upon creation, works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered works made for hire, Performing Party hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own

name all such rights to the Works. Performing Party agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractor Performing Party's engaged by Performing Party for the Project, granting Performing Party rights sufficient to support the performance and grant of rights to TEA by Performing Party . Copies of such agreements shall be provided to TEA promptly upon request.

Performing Party warrants that (i) it has the authority to grant the rights herein granted, (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Contract, and Performing Party will not enter into any such agreements, and (iii) the Works will be original and will not infringe any intellectual property rights of any other person or entity. These warranties will survive the termination of the Contract. If any preexisting rights are embodied in the Works, Performing Party grants to TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing. Performing Party agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Performing Party will provide TEA with documentation indicating a third party's written approval for Performing Party to use any preexisting rights that may be embodied or reflected in the Works.

Performing Party agrees, at Performing Party s expense, to indemnify, hold harmless and defend TEA and the State from claims involving infringement of third parties' licenses, trademarks, copyrights or patents.

For Education Service Centers (ESCs): The foregoing Intellectual Property Ownership provisions apply to an Education Service Center (ESC) and its employees, agents, representatives, consultants, and subcontractors. Copyright and Use of Course Content, Materials, and Products. All course content, materials and products created by the ESC, its employees, agents, consultants or subcontractors arising out of a contract project as may be specifically described in the cooperative agreement or amendment thereto executed by TEA and the ESC shall be the joint property of the TEA and the ESC, and any use thereof must be licensed as set forth herein. If an ESC or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative works from the Works, then express written permission must first be obtained from TEA's Copyright Office.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractor's; provided, that for all Works created or conceived by colleges or universities under the Contract, they are granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. Colleges and universities are prohibited, however, from advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative works from the Works that are created or conceived under this Contract, without the express written permission of TEA Legal Division.

- U. Criminal Background Checks:** If during the term of this Contract, Performing Party and/or Performing Party staff, or subcontracting have access to Texas public school campuses, all Performing Party and/or Performing Party's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by Agency before serving in assignments on behalf of the Agency. This requirement applies to all individuals who currently serve or will serve in Agency assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting Agency eligibility standards. Performing Party and/or any staff member of Performing Party who may perform services under this contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Performing Party is not eligible for assignment, this Agreement will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.
- V. Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the contract Project, title will remain with Contractor for the period of the contract. TEA reserves the right to transfer capital outlay items for contract noncompliance during the contract period or as needed after the ending date of the contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the contract.
- W. Antitrust:** By signing this contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Texas Business and Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this contract.

- X. **Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.
- Y. **Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any federal, state or local government entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- Z. **Amendments:** All amendments to this agreement will be in a manner as prescribed by TEA Contracting Process. All amendments will be initiated by TEA PCAS staff. An Amendment to this agreement will become effective on the date of signature of TEA or the effective date shown on the amendment document whichever is first.

Performing Party is required to report deviations from budget and request prior approvals from the TEA Project Manager. Additionally, a revised budget document must be submitted to TEA Project Manager for approval. Once approved, the documents must be submitted to the Contract staff for incorporation into the contract file. **Failure to submit the budget documents will result in invoices being rejected or payment delayed.**

Written Amendments are required for the following contract changes and must be signed by both parties:

- 1) Increase to the amount of funds approved for each Project/Grant activity and specified in the Program Budget (an 8-digit number next to the Task: TEA P/G XXXXXXXX);
- 2) Changes more than 25% of each total task object level budget amount will require an amendment and changes less than 25% of each total task object level budget amount will only require the submittal of a revised budget document;
- 3) Any revision to the scope of work, deliverables, or objectives of the contract (regardless of whether there is an associated budget revision, requires prior approval);
- 4) A request to extend the period of the contract; and
- 5) An increase in the quantity of capital outlay item(s) requested.

Special Provisions - B
Debarment and Suspension Certification
(Required for all federally-funded contracts)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, §85.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19,160-19,211). Copies of the regulations may be obtained by contacting the Division of Grants Administration of the TEA at (512) 463-9289.

READ INSTRUCTIONS ON NEXT PAGE BEFORE COMPLETING CERTIFICATION

CERTIFYING STATEMENT

- (1) The prospective lower tier participant certifies, by submission of this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

Organization Name

SUE HAYES, Chief Financial Officer
Name and Title of Authorized Representative

Signature

Sue Hayes

Date

2-1-16

Definitions:

Lower Tier Participant - Any organization or person receiving a grant or contract. This also includes subsequent subgrants and subcontracts.

Lower Tier Transaction - The making of a (1) subgrant to another entity or person or (2) procurement contract by a Lower Tier Participant to some other entity or person for goods or services, regardless of type, expected to equal or exceed a cumulative value of \$25,000.

Principals - An administration head, key project/grant management person, officer, director within the Lower Tier Participant's organization or within a sub organization. .

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Contract, the prospective lower tier participant is stating that it is neither debarred nor suspended.
2. This certification is a material representation of fact upon which reliance was placed when this certification was signed. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment from federal funds participation.
3. The prospective lower tier participant shall provide immediate written notice to the organization to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "contract," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the organization to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include the two-paragraph "CERTIFYING STATEMENT" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Special Provisions - C
Part A**

**Lobbying Certification
(Required for all federally-funded contracts greater than \$100,000)**

Submission of this certification is required by the U.S. Department of Education pursuant to 31 U.S.C. 1352. It is a prerequisite for making or entering into a contract or subcontract over \$100,000 with any entity. (See next page of this schedule for further instructions.)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Special Provisions D Part B "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact on which the U.S. Department of Education and the Texas Education Agency relied when it made or entered into this grant or Contract. Any organization that fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name _____
SUE HAYES, Chief Financial Officer
Name and Title of Authorized Representative _____
Sue Hayes _____ 2-1-16
Signature Date

OMB 0348-0046

7-97

GENERAL INSTRUCTIONS FOR SPECIAL PROVISIONS - C
PART A
LOBBYING CERTIFICATION

This is a Congress of the United States and the U. S. Department of Education requirement. The Performing Party must submit this schedule to TEA for a federal-funded contract(s) with an approved amount in excess of \$100,000. TEA will be unable to pay for any obligations established by the Performing Party unless this schedule is submitted.

In addition, if the Performing Party makes a subgrant or subcontract in excess of \$100,000 to another organization of any type, then the Performing Party shall require this form to be filed with and retained by the Performing Party. According to federal law, failure to obtain the certification subjects the Performing Party to civil penalties.

- (1) This certification states that the Performing Party is prohibited from using federal funds for influencing or attempting to influence any member of Congress or its employees or any federal agency employee concerning the making or awarding of a federal grant.
- (2) This certification states that the Performing Party is prohibited from using federal funds for influencing or attempting to influence any member of Congress or its employees or any federal agency employee concerning the making or awarding of a federal grant.
- (3) This certification also states that if the Performing Party pays or has paid any funds other than federal funds to any one person or organization for influencing or attempting to influence any member of Congress or its employees, or any federal agency employee concerning the making or awarding of a federal grant, that the Performing Party will disclose to whom payments were made, how much money was involved and the type of work involved. The Performing Party s must use Special Provisions D Part B, Disclosure of Lobbying Activities for complying with this disclosure requirement. The Performing Party shall require this form to be filed with the Performing Party on any subgrants or subcontracts it makes in excess of \$100,000 if funds have been spent as stipulated in this paragraph. The Performing Party will then forward a legible copy of Special Provisions D Part B, Disclosure of Lobbying Activities to the Texas Education Agency.

Additionally, this certification requires the Performing Party to incorporate the language of this certification into any award or Contract documents for awarding subgrants or subcontracts that exceed \$100,000 and that subgrantees and subcontractors shall certify and disclose accordingly.

**TEXAS EDUCATION AGENCY
Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities for lobbying services procured (pursuant to Title 31 U.S.C. §1352). This disclosure form is required for any federal grant/contract received in excess of \$100,000 and on any subgrant/subcontract made by the grantee/Performing Party. (Read the instructions for this schedule for further information.)

Do not complete this disclosure form unless lobbying activities are being disclosed.

1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement	2. Status of Federal Action <input type="checkbox"/> Bid/Offer/Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-award	3. Report Type <input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <p style="text-align: center;">Texas Education Agency 1701 N. Congress Avenue Austin, Texas 78701</p> Congressional District: 10	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. A) Name and Address of Lobbying Entity <i>(If individual, Last name, First name, MI):</i>	B) Individuals Performing Services (include address, if different from 10 A) <i>(Last name, First name, MI):</i>	
11. Amount of Payment \$ _____ 12. Form of Payment _____ 13. Type of Payment <input type="checkbox"/> retainer <input type="checkbox"/> one-time fee <input type="checkbox"/> commission	14. Brief Description of Services Performed	
15. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31 U.S.C. §1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form— LLL (Rev. 7-97)	

GENERAL INSTRUCTIONS FOR SPECIAL PROVISIONS - C
PART B
DISCLOSURE OF LOBBYING ACTIVITIES

The filing of this form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

Each organization shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such organization. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (b) A change in the organization(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (c) A change in the officer(s), employee(s), or Member(s) of Congress contacted to influence or attempt to influence a covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards, include but are not limited to, subcontracts, subgrants and contract awards under grants.
 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include congressional district, if known.
 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-701-16-XXX."
 9. For a covered Federal action where there has been an award by the Federal agency, enter the Federal amount of the award for the prime entity identified in item 4 or 5.
 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

The certifying official shall sign, date the form, print his/her name, title, and telephone number.